

08-10-2000

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101427910

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type **7-18-00**☒ New☐ Resubmission (Non-Recordation)
Document ID # ☐ Correction of PTO ErrorReel # Frame # ☐ Corrective DocumentReel # Frame #

Conveyance Type

☐ Assignment☐ License☒ Security Agreement☐ Nunc Pro Tunc Assignment☐ Merger☐ Change of Name☐ Other Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day YearName Adaptive Broadband Corporation03/1/2000Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attachedName Bank of America, N.A.DBA/AKA/TA Composed of Address (line 1) 55 South Lake, Suite 900Address (line 2) Address (line 3) Pasadena

City

California

State/Country

91101

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ Other a national banking association☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/09/2000 DNGUYEN 00000176 75590849

01 FC:481

40.00 OP

02 FC:482

225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**TRADEMARK**
REEL: 002117 FRAME: 0945

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

213-485-1234

Name

Mary B. Ruhl, Esq.

Address (line 1)

Latham & Watkins

Address (line 2)

633 West Fifth Street, Suite 4000

Address (line 3)

Los Angeles, CA 90071

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

22

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75590849

74060305

1824923

2150284

75586698

75639580

1977055

2165434

75660903

2219142

Number of Properties

Enter the total number of properties involved.

#

10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

265.00

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Deborah E. Taylor

Name of Person Signing

Deborah E. Taylor

Signature

7/12/00

Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is dated as of March 31, 2000, and entered into by and among **ADAPTIVE BROADBAND CORPORATION**, a Delaware corporation ("Grantor") and **BANK OF AMERICA, N.A.**, a national banking association ("Secured Party").

RECITALS

WHEREAS, Grantor and Secured Party have entered into that certain Loan and Security Agreement, dated as of the date hereof, which is by this reference incorporated into this Agreement as if fully set forth at length herein (as it may be amended (including any amendment and restatement thereof), supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Secured Party security interests in certain property described in the Loan Agreement, including the Patent and Trademark Collateral hereinafter described, as security for the payment of its debts, liabilities and obligations described in the Loan Agreement as the "Obligations;" and

WHEREAS, Grantor and Secured Party are executing and delivering this Agreement for the purpose of creating and perfecting Secured Party's security interests in such Patent and Trademark Collateral as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

ARTICLE I. DEFINITIONS

SECTION 1.1 Terms Defined in the Loan Agreement. Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Loan Agreement and not otherwise defined herein have the meanings set forth in the Loan Agreement.

SECTION 1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Goodwill" means all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles owned by the Grantor and arising out of the Patent and Trademark Collateral.

"Patent and Trademark Collateral" is defined in Section 2.1.

"Secured Obligations" means each and all of Grantor's debts, liabilities and obligations that are described as "Obligations" in the Loan Agreement.

"U.S. Patent Applications" means all of Grantor's applications in connection with U.S. Patents, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patent applications listed in Schedule I(a).

"U.S. Patent Licenses" means all rights of Grantor under any present or future written agreement, or other present or future license of any right or interest acquired by it, granting any right with respect to any of the U.S. Patents and U.S. Patent Applications.

"U.S. Patents" means all of the following:

(a) All present and future patents, including all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all claims (including infringement claims) relating thereto, including, without limitation, all registrations and recordings thereof including those listed in Schedule I(a) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

"U.S. Trademark Applications" means all applications by Grantor in connection with U.S. Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the trademark applications listed in Schedule II(a).

"U.S. Trademark Licenses" means all rights of Grantor under any present or future written agreement granting any right with respect to any of the U.S. Trademarks and U.S. Trademark Applications.

"U.S. Trademarks" means all of the following:

(a) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and General Intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

SECTION 1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors, transferees and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement unless otherwise noted, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

ARTICLE II. SECURITY INTEREST AND COLLATERAL

SECTION 2.1 Grant of Security Interest. Except to the extent that any of the following property is Excluded Collateral, as security for the payment and performance of all of its Obligations, Grantor hereby transfers and assigns to Secured Party as security with power of sale, and grants to Secured Party a continuing security interest in, all right, title and interest of Grantor in, to, under or derived from the following property (collectively, the "Patent and Trademark Collateral"), in each case whether now owned or hereafter acquired or arising and wherever located:

(a) all U.S. Patents;

(b) all U.S. Patent Applications;

(c) all U.S. Patent Licenses;

(d) all Goodwill associated with (i) any U.S. Patent, (ii) any U.S. Patent Application or (iii) any U.S. Patent or U.S. Patent Application licensed under any U.S. Patent License;

(e) all proceeds of the foregoing, including all claims of Grantor against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing.

(f) all U.S. Trademarks;

(g) all U.S. Trademark Applications;

(h) all U.S. Trademark Licenses;

(i) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any U.S. Trademark License; and

(j) all proceeds of the foregoing, including all claims of Grantor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

SECTION 2.2 Release of Security Interest. The Secured Party agrees that, on at least 10 Business Days' prior written request and at the expense of the Grantor, it will execute and deliver such documents as the Grantor may reasonably request to release the Liens on assets - disposed of in accordance with Section 9.9 of the Loan Agreement upon consummation of such permitted disposition.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties. Grantor hereby represents and warrants that:

(a) Schedule I(a), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications in which Grantor has an interest;

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of its business to any party, except to Secured Party and except in the ordinary course of its business;

(c) The registrations of all Patent and Trademark Collateral listed as to it in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been assigned to any other Person. Grantor has neither taken nor failed to take any action with respect to any Patent and Trademark Collateral that could reasonably be expected to have a Material Adverse Effect;

(d) It owns all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule II(a) and Schedule II(b), except for licenses granted in the ordinary course of its business;

(e) None of the registrations of the Patent and Trademark Collateral listed as to it in Schedule I(a), or Schedule II(a) have been adjudged invalid or unenforceable, in whole or in part;

(f) Except as otherwise disclosed in the schedules to the Loan Agreement, it has not received any written threats of action, which if successful could reasonably be expected to have a Material Adverse Effect, and it has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Patent and Trademark Collateral;

(g) It at all times is (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and has exclusive possession and control thereof, free and clear of any Liens except those created by this Agreement or Permitted Liens; and

(h) It has the right and power to enter into this Agreement and perform its terms.

ARTICLE IV. COVENANTS

SECTION 4.1 Covenants. Grantor covenants and agrees as follows:

(a) Grantor will not, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Agreement adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Patent and Trademark Collateral.

(b) Subject to subsection 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) Grantor reasonably determines that certain of the Patent and Trademark Collateral is no longer of material value to Grantor's business, Grantor shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings.

(c) In the event that Grantor's rights under any Patent and Trademark Collateral that is material to the conduct of its business are infringed, misappropriated or diluted by a third party, such Grantor (i) shall notify Secured Party promptly after it learns thereof if such infringement, misappropriation or dilution could reasonably be expected to have a Material Adverse Effect and (ii) shall take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) Grantor shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Patent and Trademark or infringement of or interference with another trademark which could reasonably be expected to have a Material Adverse Effect. Grantor shall promptly, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall promptly keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) Grantor shall promptly notify Secured Party if it knows (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of its business may become abandoned or dedicated, (ii) that there has been or likely may be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Patent and Trademark Collateral that is material to the conduct of its business, (B) its right to register such Patent and Trademark Collateral that is material to the conduct of its business or (C) its right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of its business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of its business.

(f) Subject to subsection 4.1(b), upon the written request of Secured Party, Grantor shall promptly and duly execute and deliver any and all additional documents, including UCC-1 financing statements or amendments thereto, and take such further action as Secured Party may deem reasonably necessary to obtain the full benefit of this Agreement, all at the sole expense of Grantor.

(g) Without Secured Party's prior written consent, Grantor shall neither (i) enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder nor (ii) permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of Patent and Trademark Collateral that is material to the conduct of its business acquired under such contracts.

(h) Grantor shall maintain the security interests created in favor of Secured Party in the Patent and Trademark Collateral pursuant to this Agreement as valid and duly perfected first priority security interests and shall defend such security interests against claims and demands of all Persons. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver such further instruments and documents and take such further actions as Secured Party may reasonably request for the purposes of obtaining or preserving all of the benefits, rights and powers granted to Secured Party pursuant to this Agreement.

ARTICLE V. POWER OF ATTORNEY

SECTION 5.1 Power of Attorney. Grantor hereby irrevocably constitutes and appoints Secured Party and any officer, agent or nominee of Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority, in the name of Grantor or in its own name, to take any and all actions and to execute and deliver any and all agreements, documents, notices, instruments and writings that Secured Party may determine to be necessary or desirable for Secured Party, without notice to or assent by Grantor, to do any or all of the following if and whenever an Event of Default has occurred and is continuing: (a) to use the Patent and Trademark Collateral, (b) to grant or issue to any third party a license or, to the extent permitted by an applicable U.S. Patent License or U.S. Trademark License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Patent and Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the indefeasible payment in full of the Obligations.

ARTICLE VI. PATENT AND TRADEMARK COLLATERAL

SECTION 6.1 Grant of License to Use Intellectual Property Collateral. Grantor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor), to do any or all of the following if and whenever an Event of Default has occurred and is continuing under the Loan Agreement: (a) to use, license or sublicense any of the Patent and Trademark Collateral now owned or hereafter acquired by Grantor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof. Grantor hereby agrees that the permitted use by Secured Party of the Patent and Trademark Collateral shall be worldwide without any liability for royalties or other related charges from Secured Party.

SECTION 6.2 Use and Protection of Patent and Trademark Collateral.

Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantor may continue to use, exploit, license, enjoy and protect the Patent and Trademark Collateral in the ordinary course of business, and Secured Party shall from time to time, execute and deliver, upon the reasonable written request of Grantor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of Grantor are necessary or appropriate to permit Grantor to continue to do so.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

SECTION 7.1 Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in the form and manner, and delivered to each of the parties hereto at their respective addresses, set forth in the Loan Agreement.

SECTION 7.2 Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Pledge Agreement.

SECTION 7.3 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

SECTION 7.4 Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and any consent to any departure by Grantor from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by Secured Party and then such amendment or waiver shall be effective only in the specific instance and for the specific purposes for which given.

SECTION 7.5 Interpretation of Agreement. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Loan Agreement shall have the meaning set forth in the UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with herein with more specificity, the Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

SECTION 7.6 Continuing Security Interest; Transfer of Notes and Secured Obligations. This Agreement shall create a continuing security interest in the Patent and Trademark Collateral and shall (i) remain in full force and effect until full and final payment and performance (including after the Termination Date) of the Secured Obligations and termination of any commitments to extend further credit to Grantor, (ii) be binding upon Grantor, its

successors, transferees and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party's successors, transferees and assigns. Without limiting the generality of clause (iii), above, Secured Party may assign or otherwise transfer any Secured Obligation held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Secured Party herein.

SECTION 7.7 Reinstatement. To the maximum extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Secured Party in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or any other Person or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for any Grantor or any other Person or any substantial part of its assets, or otherwise, all as though such payments had not been made.

SECTION 7.8 Survival of Provisions. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Grantor of the Secured Obligations.

SECTION 7.9 Setoff. Secured Party shall have the rights of setoff set forth in the Loan Agreement.

SECTION 7.10 Authority of Secured Party. Secured Party shall have and be entitled to exercise all powers hereunder which are specifically granted to Secured Party by the terms hereof, together with such powers as are reasonably incident thereto. Secured Party may perform any of its duties hereunder or in connection with the Patent and Trademark Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Secured Party and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

SECTION 7.11 Release; Termination of Agreement. Subject to the provisions of Sections 7.7 and 7.8 hereof, this Agreement shall terminate upon full and final payment and performance of all the Secured Obligations and termination of all commitments to extend further credit to Grantor. At such time, Secured Party shall, at the request and expense of Grantor, reassign and redeliver to Grantor all of the Patent and Trademark Collateral hereunder which has not been sold, disposed of, retained or applied by Secured Party in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Secured Party, except as to the absence of any prior assignments by Secured Party of its interest in the Patent and Trademark Collateral, and shall be at the expense of Grantor.

SECTION 7.12 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so

executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

SECTION 7.13 Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF CALIFORNIA; PROVIDED THAT THE LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE GRANTOR AND THE LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTOR AND THE LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (1) THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

(c) GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE GRANTOR AT ITS ADDRESS SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED POSTAGE PREPAID. NOTHING CONTAINED

HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

(d) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL AT THE REQUEST OF EITHER PARTY HERETO BE DETERMINED BY BINDING ARBITRATION. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of either party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Notwithstanding the provisions of (d) above, no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim arises from or related to an obligation to Secured Party which is secured by real estate property collateral (exclusive of real estate space lease assignments). If all the parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined as provided in Section 7.13(f).

(f) At the request of either party a controversy or claim which is not submitted to arbitration as provided and limited in Sections 7.13(d) and (e) shall be determined by judicial reference. If such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court in which such proceeding was commenced.

(g) No provision of Sections (d) through (g) shall limit the right of Secured Party to exercise self-help remedies such as setoff, foreclosure against or sale of any real or personal property collateral or security, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of either party to resort to arbitration or reference. At Secured Party's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

SECTION 7.14 WAIVER OF JURY TRIAL. SUBJECT TO THE PROVISIONS OF SECTION 7.13(D), GRANTOR AND THE LENDER EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY LENDER-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE GRANTOR AND THE LENDER EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

SECTION 7.15 Limitation Of Liability. No claim may be made by any Grantor against Secured Party, or the affiliates, directors, officers, officers, employees, or agents of Secured Party for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Loan Document, or any act, omission or event occurring in connection therewith, and Grantor hereby waives, releases and agrees not to sue upon any claim for such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this
Patent and Trademark Security Agreement as of the day and year first above written.

GRANTOR:

ADAPTIVE BROADBAND CORPORATION,
a Delaware corporation

By: Roger V. Hansen
Name: ROGER V. HANSEN
Title: DIRECTOR, TREASURY & GEN.

SECURED PARTY:

BANK OF AMERICA, N.A.,
a national banking association

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor and Secured Party have executed this
Patent and Trademark Security Agreement as of the day and year first above written.


GRANTOR:

ADAPTIVE BROADBAND CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

SECURED PARTY:

BANK OF AMERICA, N.A.,
a national banking association

By:  _____
Name: *Richard Buckle*
Title: *S.E. S.D.*

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TRADEMARK
REEL: 002117 FRAME: 0960

SCHEDULE I(a) –
PATENTS

ADAPTIVE BROADBAND CORPORATION REGISTERED U.S. PATENTS

Title:	Application/ Registration No.	Filing/ Registration Date
Squelch-Tail Eliminator	5,014,343	Issued May 7, 1991
Methods and Apparatus for Transmitting Analog and Digital Information Signals		Filed July 31, 1998

**AB-ACCESS™ PATENT APPLICATIONS OF
ADAPTIVE BROADBAND LIMITED**

<u>Title</u>	<u>Date</u>	<u>Application Number</u>
Proximity Signaling for wireless ATM	08/22/97	9717918.8
Improved Equalizer for Radio Communications System	04/08/98	9807600.3
Medium Access Control	08/24/98	GB98-02535
Stabilized Precoder for Data Transmission	02/19/99	9903920.8
Medium Access Control	03/31/99	9907481.7
Integrated Medium Access Control and Automatic Repeat Query	03/31/99	9907488.2
Propagation Delay Compensation	03/31/99	9907482.5
Transmit Power Control	03/31/99	9907484.1
Baseband Delay Compensation	03/31/99	9907486.6
Traffic Scheduling for Wireless ATM	04/14/99	9908559.9
Backhaul Provisioning in a Wideband Cellular Network	05/21/99	9911924.0
Dynamic Channel Allocation in a Wireless Network	06/11/99	9913697.0

SCHEDULE II(a) -
TRADEMARKS

**ADAPTIVE BROADBAND CORPORATION REGISTERED U.S. TRADEMARKS AND
PENDING APPLICATIONS**

<u>Trademark</u>	<u>Application/ Registration No.</u>	<u>Filing/ Registration Date</u>
Adaptive Broadband	75/590,849	November 18, 1998
AB-Access	75/586,698	November 10, 1998
Adaptive Broadband Corporation Logo	75/660,903	March 15, 1999
Microwave Data Systems	1,824,923	May 18, 1994
Transit	1,977,055	May 28, 1996
Microwave Data	74/060,305	May 18, 1990
Controlled Freedom	2,219,142	January 19, 1999
SpectraCast	2,150,284	April 14, 1998
(Spray Design)	2,165,434	June 16, 1998
Midas	75/639,580	February 11, 1999

ADAPTIVE BROADBAND CORPORATION UNREGISTERED TRADEMARKS

LEDR

AB-Infrastructure Series

AB-Data Network Series

AB-Video Series

AB-Internet Series

Twin Stream

Code Runner

FAZZT

VCCS

SCHEDULE II(b)-
LICENSES

Licenses:

Adaptive Broadband Corporation has licensed the software described in that certain Oracle Software License and Services Agreement dated as of August 17, 1998 and the systems programs described in that certain Oracle Network Lease dated February 25, 1999.

Adaptive Broadband Corporation has also licensed Microsoft Office and other general software business applications.

Adaptive Broadband Corporation also licenses certain intellectual property from Adaptive Broadband Limited, a U.K. limited liability company, pursuant to a Technology License Agreement dated as of August 20, 1998.

Adaptive Broadband Company Limited, an Irish limited company, also licenses certain intellectual property from Adaptive Broadband Limited, a U.K. limited liability company, pursuant to a Technology License Agreement dated as of July 1, 1999.

Adaptive Broadband Limited, a U.K. limited liability company, licenses certain intellectual property from Olivetti Telemedia S.p.A. and Oracle Corporation pursuant to an Agreement dated August 20, 1998.

Adaptive Broadband Corporation and Adaptive Broadband Limited, a U.K. limited liability company, grant to each other the right to use certain intellectual property pursuant to a Research and Development Agreement dated as of July 1, 1999.